

Appl. No.: 09/802,701
Amdt. dated April 22, 2005
Reply to Office Action of December 23, 2004

REMARKS/ARGUMENTS

Status of the Claims

Claims 1-18 were pending. Claim 6 has been canceled. Claims 1, 7, and 14-15 have been amended. Claims 1-5 and 7-18 are therefore pending.

Claim 1 has been amended to clarify the claim scope.

Claims 7 and 15 have been amended into independent form. The scope of these claims is unchanged by these amendments.

Claim 14 has been amended to alter the dependency from a canceled claim.

Rejections Under 35 USC §§ 102 and 103

Claims 1, 3-9, 11-12, and 14-17 stand rejected under 35 USC § 102(e) as being anticipated by U.S. Patent No. 6,484,151 ("O'Shaughnessy"). "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. The identical invention must be shown in as complete detail as is contained in the ... claim. The elements must be arranged as required by the claim." MPEP 2131 (internal cites omitted).

Claim 6 has been canceled without prejudice. Applicants traverse the remaining rejections because the cited art fails to teach every element of the claims as is required for a rejection of this type.

Claims 2, 3, 13, and 18 stand rejected under 35 USC § 103(a) as being unpatentable over O'Shaughnessy and the examiner's Official Notices. Applicants respectfully traverse these rejections because the cited art fails to teach or suggest all the claim limitations as is required for a rejection of this type. *See, e.g.*, MPEP § 2142.

As amended, independent claim 1 recites "remotely providing account application information to an online brokerage [and] authorizing a real-time transfer of investment funds". The examiner cites O'Shaughnessy col. 12, lines 12-20, which teaches:

Assuming that the user has no account (or wants to open a new account with a different broker), the [portfolio management provider] PMP suggests one or more brokers. If the PMP is directing the client to a broker, a unique order form for opening the brokerage account is generated identifying PMP as the portal through which the new client was generated so that the broker will agree ... to pay pre-specified amount of money to PMP for the placement of a new client.

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The cited text makes no teaching or suggestion that a newly opened brokerage account could be accompanied by a real-time transfer of investment funds. For this element, the examiner cites O'Shaughnessy col. 9, lines 32-52, which teaches:

If the user accepts terms at block 502, including all appropriate financial eligibility (e.g. credit card or other information regarding payment), then a user account is created at block 506. Once the user account has been created, the user is prompted to indicate the amount that the user would like to invest. The amount invested is debited by a first fee and also by a second fee. The first fee is paid to the company generating the information to the user. The second fee is paid by an independent broker depending on the arrangement between the company and the user.

For example, if the user decides to invest \$100,000 and the first fee is \$29.95 and the second fee is \$14.95, then the PMP subtracts those fees to get \$99,955.10. This number is divided by the number of stocks in the folio. For example, if there are 20 stocks in the folio, \$4997.75 is allocated per stock in the strategy. If the market is open, real-time pricing is preferably used to generate how the 'at-market' portfolio looks on a proposed portfolio sheet. The amount that the user decides to invest is then used to help create a proposed portfolio sheet at block 507.

Again, the cited text makes no teaching or suggestion that a newly opened brokerage account could be accompanied by a real-time transfer of investment funds. This is true for at least three reasons.

First, the account created here is the account with the portfolio management provider, not a brokerage account.

Second, any teaching that may be provided here about investment fund transfers is vague and confusing. The "financial eligibility (e.g. credit card or other information regarding payment)" may be implied as a source of investment funds, but this implication is at best tenuous and uncertain.

Third, there is no teaching or suggestion here that investment funds are transferred in real-time. Even assuming (only for the sake of argument) that a credit card is the source of investment funds, there would be no inherent teaching of a real-time transfer as many credit card charges do not result in a real-time transfer of funds.

Furthermore, O'Shaughnessy clearly contemplates that newly-opened brokerage accounts would *not* be accompanied by a real-time transfer. At col. 12, lines 45-56, O'Shaughnessy teaches

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Once the account is opened at a new broker at block 704, the user is queried at block 705 whether they want their money automatically invested when it is received by the broker. *This is important because it may take a little while for the user's money to be made available to the broker ...* If the user declines to take that option at block 705, it is preferred that the user's chosen proposed portfolio is saved so that the user can return to authorize the trade once the money arrives at the broker.

(emphasis added). Thus O'Shaughnessy's teachings regarding the opening of a brokerage account fail to suggest a real-time transfer of investment funds as expressly required by the claims. For at least this reason, independent claim 1 and its dependent claims 2-5 are allowable over the cited art.

Dependent claim 4 recites in part that "the account agreement specifies said named individual". The examiner cites O'Shaughnessy at col. 9, lines 18-31 and col. 12, lines 12-20 as anticipating this limitation. At most, the cited art teaches terms of use to be displayed for acceptance or rejection by a user. Col. 9, lines 18-31. Such acceptance is quite distinct from selecting an agreement indicator for an account agreement that specifies the named individual as expressly required by the claim. For at least this additional reason, claim 4 and its dependent claim 5 are allowable over the cited art.

Independent claim 7 recites in part:

the real-time account opening process includes:
obtaining contact information;
creating a new record in the brokerage account database reflecting said contact information;
obtaining brokerage account application information;
updating said new record in accordance with said brokerage account application information;
displaying a brokerage account contract; and
securing online agreement to said brokerage account contract.

To anticipate this limitation, the examiner generally cites O'Shaughnessy col. 9, lines 18-52 and col. 12, lines 12-20. Applicants first note that the text portions cited by the examiner relate to the opening of two different accounts: a portfolio management provider account, and a brokerage account. Even allowing for the mixing and matching of different account opening processes, however, the cited art fails to teach or suggest the set of steps recited in the claim. For example,

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the cited art provides no teaching of creating a new record in the brokerage account database with contact information. The art further fails to provide any teaching of updating the new record with application information. Still further, the art fails to provide any teaching of securing online agreement to a brokerage account contract. (The cited art's discussion of terms of use relates only to a PMP account rather than a brokerage account.) For at least these reasons, independent claim 7 and its dependent claims 8-14 are allowable over the cited art.

Dependent claim 13 recites in part an "electronic signature [that] consists of selection by an individual of an option labeled 'I Agree' and displayed ... in proximity to a name of said individual". The examiner relies on an Official Notice that electronic signatures using labeled buttons are well known. Applicants hereby traverse this Official Notice and request that the examiner cite some support for this assertion. MPEP 2144.03. Applicants submit that any references that the examiner may find would still fail to teach the use of an option displayed in proximity to the individual's name, as expressly required by the claim. For at least this additional reason, claim 13 is allowable over the cited art.

Dependent claim 18 recites in part "at least one computer coupled to the network and configured to execute a fraud checking process on new brokerage accounts". The examiner takes Official Notice that checking for fraud is old and well known in the financial arts, and that it would have been obvious to modify O'Shaughnessy accordingly. Applicants hereby traverse this Official Notice and request that the examiner cite some support for this assertion. MPEP 2144.03. The claimed invention is not simply a conglomeration of isolated elements which may be rejected on the basis that the isolated elements are well known in the art. Rather, each component of the claimed invention interacts with the others to provide the desired end. Applicant respectfully submits that the prior art does not provide any teaching or suggestion of the benefit of a fraud checking process in the context of processes for real-time account opening and principalling. For at least this additional reason, claim 18 is allowable over the cited art.

Conclusion

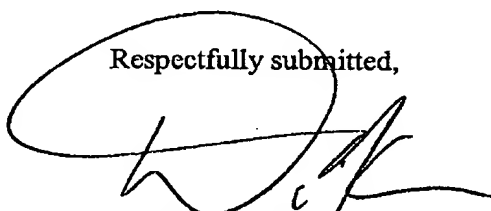
In the course of the foregoing discussions, applicant may have at times referred to claim limitations in shorthand fashion, or may have focused on a particular claim element. This discussion should not be interpreted to mean that the other limitations can be ignored or dismissed. The claims must be viewed as a whole, and each limitation of the claims must be

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considered when determining the patentability of the claims. Moreover, it should be understood that there may be other distinctions between the claims and the prior art which have yet to be raised, but which may be raised in the future.

If any fees are inadvertently omitted or if any additional fees are required or have been overpaid, please appropriately charge or credit those fees to Conley Rose, P.C. Deposit Account Number 03-2769/1991-00100/HDJK.

Respectfully submitted,



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